

Exhibit A Pt.4(c)

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@ar

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Willie Henry
421 Poplar St.
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Henry:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">Complete items 1, 2, and 3.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input checked="" type="checkbox"/> <u>Willie Henry</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Willie Henry</u></p> <p>C. Date of Delivery <u>08-08-17</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to: <u>WILLIE HENRY</u> <u>421 POPLAR ST.</u> <u>HELENA, AR 72342</u></p> <p>Barcode: 9590 9402 2866 7069 4517 12</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label) <u>7016 1370 0000 9864 1959</u></p>		<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Jarmarcus Jackson
332 Hernando St.
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Jackson:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michael

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>JARMARCUS JACKSON 332 HERNANDO ST. WEST HELENA, AR 72390</p> <p>9590 9402 2834 7069 6276 37</p> <p>2. Article Number (Transfer from service label)</p> <p>7016 1370 0000 6982 2219</p>		<p>A. Signature</p> <p>X <i>Jarmarcus Jackson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p><i>Jarmarcus Jackson</i> 8/3/17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here

SETT CHECK

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@ar

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Melvin Jefferson
317 Garland Ave.
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Jefferson:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage and Fees
\$

Sent To
MELVIN JEFFERSON

Street and Apt. No., or PO Box No.
317 GARLAND AVE.

City, State, ZIP+4®
WEST HELENA, AR 72390

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SETT CHECK

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
MELVIN JEFFERSON
317 GARLAND AVE.
WEST HELENA, AR 72390

2. Article Number (Transfer from service label)
7016 1370 0000 9868 9425

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Luther Sutter ☐ Agent ☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

9590 9402 2198 6193 9444 17

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Lakevis King
633 Forest Hill
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. King:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: LAKEVIS KING 633 FOREST HILL WEST HELENA, AR 72390</p> <p>Barcode: 9590 9402 2834 7069 6276 75</p> <p>2. Article Number (Transfer from service label) 7016 1370 0000 6982 2172</p>		<p>A. Signature <i>Traci L. Squires</i></p> <p>B. Received by (Printed Name) <i>Traci L. Squires</i></p> <p>C. Date of Delivery <i>7/16/17</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arrn.com

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Marcus Lockhart
1312 Pecan St.
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Lockhart:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X. Marcus Lockhart</i>	
1. Article Addressed to: MARCUS LOCKHART 1312 PECAN ST. HELENA, AR 72342		B. Received by (Printed Name) MARCUS LOCKHART C. Date of Delivery 8/10/17	
2. Article Number (Transfer from service label) 7016 1370 0000 6982 2264		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail <input type="checkbox"/> Mail Restricted Delivery (500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arrn.com

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Jeremey Lucas
306 Cottonwood Lane
Gosnell, AR 72315

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Lucas:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michael

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:- JEREMEY LUCAS 306 COTTONWOOD LANE GOSNELL, AR 72315</p>		<p>B. Received by (Printed Name) Jeremey Lucas</p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 9864 1935</p>		<p>C. Date of Delivery JUL 2 2017</p>	
<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
<p>9590 9402 2866 7069 4516 99</p>		<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK,
E-mail: smonaghan@a

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

VIA CERTIFIED MAIL

Tasheba Mason
401 Beech St.
Helena, AR 72342

July 31, 2017

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Ms. Mason:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the piece,</p>		<p>A. Signature X <i>Tasheba Mason</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to: TASHEBA MASON 401 BEECH ST. HELENA, AR 72342</p>		<p>B. Received by (Printed Name) <i>Tasheba Mason</i></p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 6982 2301</p>		<p>C. Date of Delivery 08-02-17</p>	
<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail <input type="checkbox"/> Mail Restricted Delivery (500) </p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

7016 1370 0000 6982 2301

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

SETT
CHECK

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arn

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Demetrius Morant
1102 E. Baldwin
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Morant:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>Deji Lee Adams</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 8-4-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: DEMETRIUS MORANT 1102 E. BALDWIN WEST HELENA, AR 72390</p> <p>Barcode: 9590 9402 2866 7069 4517 67</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 9864 2000</p>			

PS Form 3811, July 2015 PSN 7530-02-000-9053

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Curtis Spates
P.O. Box 97
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Spates:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: CURTIS SPATES P.O. Box 97 HELENA, AR 72342</p> <p>9590 9402 2198 6193 9430 69</p>		<p>A. Signature X <i>Corine Borum</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) CORINE BORUM C. Date of Delivery 8/8/17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 9868 9456</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt fee <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

Domestic Return Receipt

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Kennell Staton
802 Walker St.
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Staton:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: KENNEL STATION 802 WALKER ST. HELENA, AR 72342</p> <p>2. Article Number (Transfer from service label) 7016 1370 0000 6982 2233</p>		<p>A. Signature X Reddy Squires <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Mail</p> <p><input type="checkbox"/> Mail Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

9590 9402 2834 7069 6276 13

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postage \$ _____

Total Postage and Fees \$ _____

Sent To **KENNEL STATION**

Street and Apt. No., or PO Box No. **802 WALKER ST.**

City, State, ZIP+4® **HELENA, AR 72342**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SETT CHECK

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arrn.com

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL
Willie Strickland
144 S. 9th St.
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Strickland:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michael

<p>U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only</p> <p>For delivery information, visit our website at www.usps.com®.</p> <p>OFFICIAL USE</p>	
<p>Certified Mail Fee \$</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p> <p>Postage \$</p> <p>Total Postage and Fees \$</p> <p>Sent To WILLIE STRICKLAND</p> <p>Street and Apt. No., or PO Box No. 144 S. 9th ST.</p> <p>City, State, ZIP+4® WEST HELENA, AR 72390</p> <p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p>	<p>Postmark Here</p> <p>SETT CHECK</p>

<p>SENDER: COMPLETE THIS SECTION</p> <p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: WILLIE STRICKLAND 144 S. 9th STREET WEST HELENA, AR 72390</p> <p>2. Article Number (Transfer from service label) 7016 1370 0000 9864 2093</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature X Willie Strickland <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) WILLIE STRICKLAND C. Date of Delivery 8-8-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>Barcode: 9590 9402 2866 7069 4517 74</p>
--	---

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Kevin Terry
321 Russ St.
West Helena, AR 72390

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Terry:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: KEVIN TERRY 321 RUSS ST. WEST HELENA, AR 72390</p> <p>2. Article Number (Transfer from service label) 7016 1370 0000 6982 2257</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery (500)</p>	
<p>9590 9402 2834 7069 6275 90</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
<p>Certified Mail Fee \$ _____</p> <p>Extra Services & Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p> <p>Postage \$ _____</p> <p>Total Postage and Fees \$ _____</p> <p>Sent To KEVIN TERRY</p> <p>Street and Apt. No., or PO Box No. 321 RUSS ST.</p> <p>City, State, ZIP+4® WEST HELENA, AR 72390</p> <p>PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions</p>	<p>Postmark Here SETT CHECK</p>

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@aratt.com

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Rickey Walker
401 Beech St.
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Walker:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michael

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: RICKEY WALKER 401 BEECH HELENA, AR 72342</p>		<p>A. Signature x Rickey Walker <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Rickey Walker</p> <p>C. Date of Delivery 08-08-17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 6982 2295</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To **RICKEY WALKER**
Street and Apt. No., or PO Box No. **401 BEECH ST.**
City, State, ZIP+4® **HELENA, AR 72342**
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SETT CHECK

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR 72114
E-mail: smonaghan@arr

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Thomas Webster
618 Elm Street
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Webster:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

U.S. Postal Service CERTIFIED MAIL RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here SETT CHECK
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To THOMAS WEBSTER	
Street and Apt. No., or PO Box No. 618 ELM ST.	
City, State, ZIP+4® HELENA, AR 72342	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: THOMAS WEBSTER 618 ELM STREET HELENA, AR 72342</p> <p>2. Article Number (Transfer from service label) 7016 1370 0000 9864 1997</p>		<p>A. Signature X [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) [Signature] C. Date of Delivery [Signature]</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Registered Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	
<p>9590 9402 2866 7069 4517 50</p> <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arrn.com

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Calvin Winfield
533 Walker St.
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Mr. Winfield:

Enclosed please find a check in the amount of \$4,040.24 in full settlement of this case. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

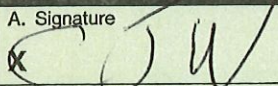
Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: CALVIN WINFIELD 533 WALKER ST. HELENA, AR 72342</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label) 7016 1370 0000 6482 2226</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To **CALVIN WINFIELD**
Street and Apt. No., or PO Box No. **533 WALKER ST.**
City, State, ZIP+4® **HELENA, AR 72342**
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here
SETT CHECK

SARA MONAGHAN
ATTORNEY AT LAW
P.O. BOX 38
NORTH LITTLE ROCK, AR
E-mail: smonaghan@arml

301 West Second Street
North Little Rock, AR 72114
Telephone (501)978-6122

July 31, 2017

VIA CERTIFIED MAIL

Donna Borum
117 Frank Frost
Helena, AR 72342

RE: Thomas Class Action Lawsuit
U.S.D.C. Case No. 2:15CV95DPM

Dear Ms. Borum:

You indicated on your Claim Form that you wished to pick up your settlement check instead of receiving it by mail. I have the check ready for you to pick up here at our office located at 201 W. 2nd Street, North Little Rock, AR 72114. You may do so Monday through Friday between the hours of 8:00a.m. and 4:30p.m. Please bring a valid photo ID with you when you come. Pursuant to the terms of the Settlement Agreement, this check has to be cashed or deposited within 60 days of receipt. A copy of the Order and Judgment are enclosed for your records.

Sincerely,

/s/ Traci L. Squires
Paralegal

TLS:

Enclosure

Cc: Luther Sutter
Lucien Gillham
Tona DeMers
Kamala Williams
Ralph Ohm
Alec Gaines
Joe D. Byars, Jr.
Sara Monaghan
Christian C. Michaels

2016 1370 0000 9864 1942

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To
Street and Apt. No., or PO Box No. DONNA BORUM
City, State, ZIP+4® 117 FRANK FROST
HELENA, AR 72342

Postmark Here
**SETT
CHECK**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT

B

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
HELENA DIVISION

DONTEL THOMAS, on behalf of Himself
And all Other Similarly Situated

PLAINTIFF

V.

CASE NO. 2:15CV95BSM

NEAL BYRD, in his Official Capacity; and
The CITY OF HELENA-WEST HELENA

DEFENDANTS

ACKNOWLEDGMENT

I, Donna Borum, being a Claimant in the Thomas v. Helena-West Helena class action lawsuit, hereby acknowledge that I appeared and personally received a settlement check in the amount of \$4,040.24 from Traci Squires at the Arkansas Municipal League located at 301 W. 2nd Street, North Little Rock, AR 72114.

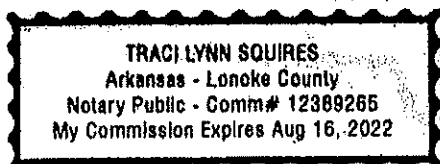
Donna Borum
Donna Borum

8-7-017
Date

SUBSCRIBED and SWORN to before me on this 7th day of AUGUST, 2017.

8-16-2022
My Commission Expires

Traci Squires
Notary Public

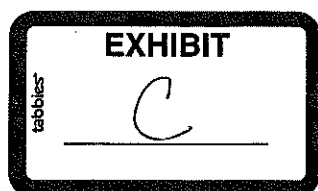


Traci Squires

From: Traci Squires
Sent: Tuesday, August 1, 2017 10:43 AM
To: Luther Sutter (luther.sutterlaw@gmail.com); 'Lucien Gillham'; 'Tona M. DeMers'; 'Ralph Ohm'; Alec Gaines; 'Joe D Byars'
Cc: Sara Monaghan; 'Kamala Williams' (kamala.sglaw@gmail.com); 'Chris Michaels'
Subject: Thomas v. HWH
Attachments: Letters to Class Members encl check and Order.pdf

The settlement checks were sent out by certified mail yesterday afternoon, with the exception of Donna Borum who indicated on her claim form that she wanted to pick hers up in lieu of mailing. Dontel Thomas and Dalton Jackson's checks were delivered to Sutter & Gillham along with the attorney's fee check. Pursuant to the Order, a copy of the Order and Judgment were also enclosed. I've attached copies of the enclosure letters with the certified mail receipts for your records.

Traci L. Squires
Certified Paralegal
Arkansas Municipal League



Avery, Michael 10/8/2018
For Educational Use Only

Dontel THOMAS and Dalton Jackson, on behalf of..., 2017 WL 2900973...

2017 WL 2900973 (E.D.Ark.) (Verdict, Agreement and Settlement)
United States District Court, E.D. Arkansas,
Eastern Division.

Dontel THOMAS and Dalton Jackson, on behalf of Themselves and all Others Similarly Situated, Plaintiffs,
v.
Neal BYRD, in his Official Capacity; John Thomas, individually and in his official capacity as an employee of
City of Helena-West Helena; and Sentencing Options Specialists, Inc., Defendants.

No. 2:15-cv-95-DPM.
June 29, 2017.

Order

1. The Court adopts Magistrate Judge Volpe's recommendation. The Court resolves the claims objections and late claim as follows:

- Darren Buckner's claim is excluded as untimely. It was received several months late, and it involved events in 2005, which are outside the scope of this lawsuit.
- Staten and Winfield are added to the class. They both filed timely written objections saying that they were denied a first appearance during the class period. The existing records, which are incomplete and imperfect, don't disprove their claims.
- Brown, Jackson, and Webster are added to the class. The Court equitably tolls the objection deadline for them, because they showed up at the claims-exclusion hearing and objected in person. Webster and Jackson said they were denied first appearances. Here again, the patchy records don't disprove these claims. And in Brown's case, the documents prove he qualifies for the class.
- Harvey is added to the class based on extraordinary circumstances. He qualifies as a class member, but missed notice because he had moved; he contacted class counsel on the last day of the claim period, but had no way to file a claim by fax or email that day. He took all the right steps as soon as he reasonably could. And he appeared at the claims exclusion hearing. In these extraordinary circumstances, the Court modifies its prior Order, *No 61 at 2 & 6*, reopens the claims period for Harvey, and includes him in the settlement class. This step will slightly reduce other class members' *pro rata* share, but it's fair in the compelling circumstances presented.

2. The Court grants, as modified, the joint motion to approve the settlement agreement, *No 79*. With an exception previously noted, the proposed settlement agreement, *No 52-1*, is approved as fair, reasonable, and adequate. *In re Flight Transportation Corp. Securities Litigation*, 730 F.2d 1128, 1135 (8th Cir. 1984). The settlement fund pays several thousand dollars in compensatory damages to each approved class member, class counsel's litigation fees and expenses, and the class representative's service awards. Only one class member opted out, and he did so to pursue a similar claim and an unrelated claim in a lawsuit on his own. All material circumstances considered, the settlement fund appropriately covers these amounts. The side agreement, *No 79-2*, is likewise approved. (There is one agreement, not two. *Compare No 61 at 3*.) The side agreement is not self dealing, it's a fair resolution of the related-litigation issues unique to Dontel Thomas, Dalton Jackson, Alexander J. (A.J.) Culler and Lakevis King. (The final claims chart, *No 79-1*, needs to be updated to show that Culler and King are in the class.)

The exception. The Court remains concerned about the proposed *cy pres* distribution of any unclaimed funds. *No 52-1 at 14; 61 at ¶ 7*. Any remaining funds must be distributed equally among all class members - as long as it's cost effective to do so.

Avery, Michael 10/8/2018
For Educational Use Only

Dontel THOMAS and Dalton Jackson, on behalf of..., 2017 WL 2900973...

In re Bankamerica Corp. Securities Litigation, 775 F.3d 1060,1064 (8th Cir. 2015). If distribution to class members is impractical, then the Court must address the fit between the International Trust for the Humanities and this case. No *cy pres* distribution may be made until this is done. *Ibid*.

3. The Court grants the requested injunctive relief against the City of Helena-West Helena and Phillips County. *No 52-1 at 11*. The Court enjoins the City, the County, and all their officials, agents, officers, employees, as follows: The City and County shall comply with the law in providing timely Arkansas Rule of Criminal Procedure 8 hearings. The City and the County must comply with the law in conducting the proper inquiry into individuals' ability to pay and in appointing adequate representation where appropriate before jailing individuals for failure to pay monies owed to the city or the county. The City and County shall not continue to incarcerate any individual who has not received a timely post-arrest hearing.

The City and County shall not take by action to collect any unpaid fines or costs due from *Thomas v. Byrd* settlement class members as a result of the underlying arrest.

4. In addition to getting a member's share of the settlement fund, Jackson and Thomas are entitled to a reasonable service fee for acting as class representatives. Being the public face for the case cost them time and was a burden in other ways, as documented in Jackson's hearing testimony and Thomas's post-hearing affidavit. All material things considered, though, the amounts requested for their services are too much. The Court awards Jackson \$15,000 and Thomas \$6,000.

5. Class counsel deserves to be paid for much good work. The billing records are somewhat jumbled, but they're good enough in the circumstances. Class counsel seeks a \$75,000 fee, which is more than one-third of the total common fund. It's also the maximum that counsel said, at the fairness hearing, he would seek. Considering the size of the fund, the class, and the work counsel already did (and was paid for) in the *Covington* case on this same issue, \$75,000 is a little too much. The sometimes-favored "percentage of the fund" method doesn't fit this case well. Compare *Petrovic v. Amoco Oil Company*, 200 F.3d 1140, 1157 (8th Cir. 1999), with *Johnston v. Comerica Mortgage Corporation*, 83 F.3d 241,244-47 (8th Cir. 1996). The lodestar method best captures the reasonable compensation, in light of all the circumstances, for class counsel's time and effort. 42 U.S.C. § 1988(b); *Blanchard v. Bergeron*, 489 U.S. 87, 93 (1989).

Class counsel's requested hourly rates are too high. The Court recently approved certain rates for the same kind of work in *Covington*, and will use them here: Luther Sutter-\$300; Lucien Gillham-\$250; and Tona Demers- \$225. Using these rates, the time actually spent would produce an even higher fee than counsel has requested. But the Court reduces the amount of time awarded-without addressing specific problems in the billing-because of the groundwork laid in *Covington*. *Hensley v. Eckerhart*, 461 U.S. 424, 433-34 (1983); *United Healthcare Corporation v. American Trade Insurance Company LTD*, 88 F.3d 563,574 n.9 (8th Cir. 1996). It was reasonable for Luther Sutter to spend 150 hours working on the case, for Tona Demers to spend 25 hours, and for Lucien Gillham to spend 25 hours. The Court has reduced the time total by 82 hours. The Court doesn't doubt these hours were spent, but they aren't reasonably billed against the common fund in the circumstances. The total fee award is \$56,875.

The Court approves the unopposed request for expenses of \$6,877.60. These were paid out of pocket, and were reasonable expenses for this case. Most of the expenses were for an experienced paralegal. The tank of airplane fuel is out of the ordinary, but it's a wash with the saved travel time. All said, the award to class counsel for fees and expenses is \$63,752.60. Subtracting this and the class representative fees, the settlement fund has \$125,247.40 remaining to divide between the 31 approved class members.

Magistrate Judge Volpe's recommendation, *No 73*, is adopted, with thanks. The joint motion to approve the settlement agreement, *No 79*, is granted as modified. Any *cy pres* distribution will abide further Order. The motion for attorney's fees and costs, *No 74*, is mostly granted and partly denied: attorney's fees and expenses of \$63,752.60 are awarded out of the common fund to class counsel. Dalton Jackson is awarded \$15,000 as a service fee; Dontel Thomas is awarded \$6,000 as a service fee; each award is in addition to a *pro rata* share of the common fund balance. If the Court has done the math

**Avery, Michael 10/8/2018
For Educational Use Only**

Dontel THOMAS and Dalton Jackson, on behalf of..., 2017 WL 2900973...

correctly, each class member will receive \$4,040.24. If the Court has made a math error, the parties may adjust the distribution amount accordingly and explain this to class members in a cover letter. The parties must send a copy of this Order and the Judgment to each class member with the check. Judgment will be entered. Joint report on settlement administration due by 1 December 2017.

So Ordered.

<<signature>>

D.P. Marshall Jr.

United States District Judge

29 June 2017

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	x	
DEIRDRE MACNAMARA, DEEPA MAJMUDAR,		
ELIZABETH FLEISCHMAN, REBECCA STONEBACK,	x	
JASON BARRUS, RANDALL STEKETEE, WENDY		
STEFANELLI, DANIELLE WALSH, WILLIAM	x	ECF Case
HOBBS, SIMON HARAK, SONIA CHANDRA,		
CELINE MALANUM, ERIKA BIDDLE, DIANA	x	No. 04 Civ. 9216 (RJS) (JCF)
RAIMONDI, RACHEL HEINOLD, NOAH CHARNEY,		
STACY COTLER, EMILY FRIEDMAN,	x	JOINT MEMORANDUM OF
SHAHRZAD GHAHREMANI-GHADJAR,		LAW IN SUPPORT OF
WILLIAM STEYERT JR., CHRISTOPHER THOMAS,	x	MOTION FOR FINAL
KATE ESPOSITO, CAROLYNE ALI-KHAN,		APPROVAL OF CLASS
and MICHAEL BINDER, individually, and on behalf of	x	ACTION SETTLEMENT
all others similarly situated,		
	x	
Plaintiffs,		
-against-	x	
THE CITY OF NEW YORK, a municipal entity;	x	
MICHAEL BLOOMBERG, Mayor of the City of		
New York; RAYMOND KELLY, New York City Police	x	
Commissioner; GARY MCCARTHY, Deputy		
Commissioner of the New York City Police Department	x	
("NYPD"); DAVID COHEN, Deputy Commissioner of		
Intelligence for the NYPD; STEPHEN	x	
HAMMERMAN, Deputy Commissioner for Legal		
Matters for the NYPD; THOMAS DOEPFNER,	x	
Assistant Deputy Commissioner for Legal Matters for		
the NYPD; NYPD Special Counsel	x	
RUBY MARIN-JORDAN; JOSEPH ESPOSITO,		
Chief of the New York City Police Department;	x	
NICHOLAS ESTAVILLO, NYPD Chief of Patrol;		
THOMAS GRAHAM, Commander, Disorders Control	x	
Unit for the NYPD; BRUCE SMOLKA, former		
Commander, Patrol Borough Manhattan South for the	x	
NYPD; TERENCE MONAHAN, Assistant Chief of the		
Bronx Borough Command; JOHN J. COLGAN,	x	
Assistant Chief for the NYPD; JACK MCMANUS,		
Assistant Chief; MICHAEL SCAGNELLI, Assistant	x	
Chief for the NYPD; STEPHEN PARAGALLO,		
Deputy Chief for the NYPD; JAMES O NEILL,	x	
Deputy Chief for the NYPD; NYPD Inspector		
JAMES ESSIG; NYPD Inspector THOMAS GALATI;	x	

NYPD Inspector GERALD DIECKMANN;	
NYPD Inspector JAMES SHEA; NYPD Inspector	x
THOMAS DIRUSSO; NYPD Inspector ANTHONY	
BOLOGNA; NYPD Inspector JAMES MCCARTHY;	x
NYPD Inspector KEVIN WARD; NYPD Deputy	
Inspector KERRY SWEET; NYPD Inspector JOHN	x
HUGHES; NYPD Captain MATTHEW HYLAND;	
NYPD Captain CHRIS MONAHAN; NYPD Captain	x
(First Name Unknown ("FNU")) JASKARAN; NYPD	
Captain RONALD MERCANDETTI; NYPD Captain	x
JOSEPH DOWLING; NYPD Captain WILLIAM J.	
TRACEY; NYPD Captain WILLIAM CROSSAN;	x
NYPD Captain DERMOT SHEA; NYPD Lieutenant	
MARK KEEGAN; NYPD Lieutenant JOHN WOLF;	x
NYPD Sergeant MICHAEL INGRAM; New York City	
Police Supervisor ("FNU") ROMAN; NYPD Sergeant	x
RONALD MYERS (Shield No. 5146); NYPD Sergeant	
RAFFI OVANESSIAN; New York City Police Officers	x
JOHN WOODS (Shield No. 2878); BRIAN	
MCSWEENEY (Shield No. 31411); MELVIN REYES;	x
MONA PHILLIPS; STEPHEN NELSON; NOEL	
RODRIGUEZ (Shield 09319); NEIL RODRIGUEZ	x
(Shield No. 21015); DENISE ROSE-HINKSMAN	
(Shield No. 19599); MICHAEL FILOSETA; KEVIN	x
SAM; TYRONE RIGGAN; MICHAEL BOYLE;	
MICHAEL BALICKI; JOHANNA GREENBERG-	x
-MCMINN; JASON MARTINOFF (Shield No. 30808);	
ANTHONY MASON; KEVIN SCOTT; ELVIS SUERO	x
(Shield No. 3836); DERRICK BAITY; JAMES CHUNG;	
GEORGE SHANNON; COURTNEY HAMLIN and	x
MELISSA ROMAN-DE LACY; New York City Police	
Supervisors and Commanders RICHARD ROEs 1-50;	x
New York City Police Officers JOHN DOEs 1-50,	
	x
Defendants.	
-----	x

Plaintiffs and Defendants, by and through their undersigned counsel, respectfully submit this Joint Memorandum of Law In Support of their Motion for an Order Granting Final Approval of the Proposed Class Action Settlement in this matter.

I. THE SETTLEMENT AGREEMENT SHOULD BE APPROVED AS FAIR, ADEQUATE AND REASONABLE, AND NOT THE PRODUCT OF COLLUSION.

Federal Rule of Civil Procedure 23(e) requires court approval of any agreement that results in the settlement, voluntary dismissal or compromise of a class action. Before such an agreement may be approved, the district court must determine that the settlement is fair, adequate, and reasonable, and not a product of collusion. *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000).

A. Procedural Fairness

The Court's scrutiny of the fairness of a settlement agreement properly includes an examination of the procedure the parties followed in reaching the settlement. *D'Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001). The Court must ensure that the settlement resulted from "arm's-length negotiations and that plaintiffs' counsel have possessed the experience and ability, and have engaged in the discovery, necessary to effective representation of the class's interests." [Citation omitted]

The process followed in the negotiations in this case meets the Second Circuit's standards for procedural fairness. Plaintiffs' counsel are experienced in civil rights and class action litigation. The settlement negotiations occurred after extensive discovery in this and related cases. They also followed this Court's Opinion and Order dated September 30, 2012, in which this Court decided the parties motions for partial summary judgment, including, *inter alia*, denying Defendants motion for summary judgment with respect to the false arrest claims at Fulton Street; granting Plaintiffs motions for summary judgment with respect to the false arrest claims at Fulton Street; granting Defendants' motion for summary judgment with respect to the constitutionality of the No-Summons Policy and

Fingerprinting Policies; denying Plaintiffs' cross motions for summary judgment with respect to the constitutionality of the No-Summons Policy and Fingerprinting Policies; granting Plaintiffs' motions for summary judgment with respect to their state law fingerprinting claims. Further, extensive settlement negotiations occurred over the course of many months under the guidance of an experienced federal magistrate, the Honorable James Francis. There was substantial give and take between the parties on each of the issues and there is no suggestion that the negotiations were not at arms-length or that there was any collusion.

B. Substantive Fairness – The Grinnell Factors

The Second Circuit also requires a court to review the substance of the agreement to assure that it is fair, adequate, and reasonable. The Second Circuit applies the factors catalogued in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir.1974) with respect to a substantive review of the fairness of a settlement. As the Court noted in *D'Amato*, 236 F.3d at 86, these factors include:

(1) the complexity, expense and likely duration of the litigation, (2) the reaction of the class to the settlement, (3) the stage of the proceedings and the amount of discovery completed, (4) the risks of establishing liability, (5) the risks of establishing damages, (6) the risks of maintaining the class action through the trial, (7) the ability of the defendants to withstand a greater judgment, (8) the range of reasonableness of the settlement fund in light of the best possible recovery, (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation[.]”

Consideration of these factors weighs in favor of approval of the settlement agreement.

1. The complexity, expense and likely duration of the litigation. Had the case not settled, the parties would have engaged in a lengthy trial, most likely solely on the issue of liability in the first instance. Even before a trial, given the Court's decision on summary

judgment, issues relating to qualified immunity would have gone up on appeal to the Second Circuit. Had the plaintiffs prevailed on this first stage at trial, hearings would have occurred to identify claimants and to determine what damages, if any, individual class members were entitled to recover. Even if the plaintiffs did not prevail at the liability stage of the trial, there would have been trials on the claims of the twenty four individual class representatives. Such proceedings would likely have been time consuming, further delaying a final resolution.

2. The reaction of the class to the settlement. All twenty-four (24) of the individual class representatives have agreed to the settlement. This alone is some indicia of the appropriateness of settlement. Following preliminary approval of the class action settlement, notice was sent to all class members. 1165 individuals were notified by mail. *See*, Declaration of Jenny Cudworth, July 9, 2014, ¶6. In response, 619 unique Claims Acceptance Forms were received. Of that total, 579 were timely and fully completed, 12 were completed but were received after the June 23, 2014 deadline with missing or illegible postmarks and therefore are not known if they are in fact timely (received through the period of June 25, 2014 and July 8, 2014), 4 forms were timely but incomplete, 19 were completed but filed after the June 23, 2014 deadline, 2 were incomplete and filed after the June 23, 2014 deadline and 3 were filed by individuals who were not on the Class list (one filed timely but the other two were filed after the June 23, 2014 deadline). *See*, Declaration of Jenny Cudworth, ¶17. It is believed that the three individuals who were not on the Class list were initially arrested as John or Jane Does. Only two individuals have set forth, as required by the notice, written objections to the settlement. Opposition to the settlement by class members does not, in and of itself, support a finding that the proposed settlement in this case is unfair. Moreover, the two individuals who have objected

have not objected to the amounts being paid to class members. Courts have recognized the appropriateness of approving a class settlement, even in the face of opposition from class members, including named plaintiffs. *Ayers v. Thompson*, 358 F.3d 356, 373 (5th Cir. 2004) (citing cases). Here, no named class representatives have objected to the proposed settlement. The only 2 who have filed written objections raised concern over their arrest location not having been certified by this Court and not with respect to any amounts offered under the proposed settlement. Clearly, none of the class representatives and class members have expressly objected to the approval of the proposed settlement, which therefore strongly counsels this Court to approve the settlement.

3. The stage of the proceedings and the amount of discovery completed. Virtually all pretrial discovery was completed prior to the start of negotiations. The parties have exchanged thousands of documents and have taken hundreds of depositions in this and the related litigations. Plaintiffs' class counsel are experienced in cases involving the rights of demonstrators alleging violations of their rights for being arrested during demonstrations and are aware of the significant risks that the plaintiff class would face if this matter were to go to trial. Thus the parties were in a good position to evaluate the strengths and weaknesses of their cases and this knowledge assisted the parties in achieving a fair and adequate settlement.

4, 5 & 6. Attendant risks of on-going litigation, rather than settlement. This case is not out of the ordinary as to the risks of establishing liability or damages, or the risks of maintaining class claims through the trial. As in all cases, risks existed, and as in all complex cases, those risks were probably greater for both sides than in a less complex case. Trial would have involved multi-stage presentation of evidence on issues of whether the conduct of the defendants violated

the First, Fourth and Fourteenth Amendments to the U.S. Constitution. It would also have involved presentation of statistical analyses and scientific evidence for the jury by experts for both the parties. The defendants, of course, would have vigorously contested plaintiffs' evidence and arguments through the presentation of their own case and cross-examination of plaintiffs' witnesses. Both sides would likely have appealed an adverse determination at any stage of these proceedings. These factors weigh in favor of settlement.

7. The ability of the defendants to withstand a greater judgment. While the City undoubtedly is in a position to withstand a greater monetary judgment, this is not grounds to reject the settlement here, in light of all the other factors which favor approval of the settlement.

8 & 9. The range of reasonableness of the settlement fund in light of the best possible recovery and in light of all the attendant risks of litigation. These factors, too, weigh in favor of approving the settlement. The settlement amount to be awarded to each class member for their class claims are within the range of reasonable recoveries in similar cases.


For all of the above reasons, this Court should give preliminary approval of the settlement at this time, and final approval after the fairness hearing has occurred.

CONCLUSION

On the basis of the foregoing, the parties request that the Court grant final approval of the class action settlement.

Dated: New York, New York
July 9, 2014

Respectfully submitted,


JONATHAN C. MOORE (JM 6902)
BELDOCK LEVINE & HOFFMAN LLP
99 Park Avenue - 16th Floor
New York, New York 10016
(212) 353-9587

*Attorneys for the Named Plaintiffs
And the Plaintiff Class*

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street
New York, New York 10007
(212) 356-3532

By: /s/ Peter G. Farrell
Peter G. Farrell, Esq.

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION
2010 OCT 10 PM 1:13

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JENNIFER WERT,)
Plaintiff,)
-vs-)
PATRICK SPELLMAN,)
Defendant.)

Case No.

1:02 -CV- 1553 LJM

COMPLAINT FOR DAMAGES

Plaintiff Jennifer Wert, by counsel, hereby complains against Defendant Patrick Spellman as follows:

JURISDICTION AND VENUE

1. This action arises under the Fourth and Fourteenth Amendments to the United States Constitution, and under the Civil Rights Act of 1871, 42 U.S.C. §§ 1983 and 1988.
2. This Court has jurisdiction of this cause under 28 U.S.C. §§ 1331 and 1343.
3. Venue is proper under 28 U.S.C. §§ 94(b) and 1391 in that the cause of action arises in the Southern District of Indiana, Indianapolis Division.

PARTIES

4. Plaintiff Jennifer Wert is an adult domiciled in Marion County, Indiana.
5. Defendant Patrick Spellman is employed as an officer in the Indiana State Police, though this lawsuit is against him in his individual rather than official capacity.

FACTUAL ALLEGATIONS

6. On 19 September 2002 at about 9:30 a.m. Plaintiff was driving her car near the intersection of Interstate 70 and Emerson Avenue in Indianapolis, Indiana.

7. Plaintiff had recently moved to Indianapolis from Ohio.
8. Plaintiff was traveling to downtown Indianapolis for an appointment with a child support agency so that she could obtain overdue support for her daughter.
9. Plaintiff attempted to drive her car onto the entrance ramp to Interstate 70 at the Emerson Avenue interchange; however, Defendant was blocking it with his police cruiser.
10. On Plaintiff's information and belief, Defendant was doing so because road construction merited limiting access to the interstate.
11. Plaintiff drove her car alongside Defendant's so that she could ask him directions.
12. As she lowered her car window, Plaintiff saw Defendant saying something and gesturing through his closed window; he appeared to be shouting and Plaintiff felt sure that he did not want to talk to her.
13. Plaintiff said, "I was just asking for directions," and put her car in reverse; she then said "Asshole," while she was backing her car up.
14. Plaintiff did not shout either the phrase or the word, nor did she say either in a raised voice.
15. While she was waiting for the opportunity to merge into the Emerson Avenue traffic, Plaintiff saw that Defendant had driven his car next to hers and was walking around to her driver's side door.
16. Defendant ordered Plaintiff out of her car; she complied.
17. Defendant ordered Plaintiff to place her hands on the roof of her car.
18. She started to comply, but before she could get her hands there Defendant had handcuffed her.
19. Defendant placed Plaintiff in the back of his squad car and put the seat belt on her.
20. Defendant called a tow truck for Plaintiff's car.

21. Defendant drove Plaintiff to the City-County Building in Indianapolis.
22. Plaintiff was then processed by a member of the Marion County Sheriff's Department.
23. Plaintiff had not been told what crime she had been charged with.
24. According to an Officer Simmons, the charge was Intimidation of a police officer, a Class D felony.
25. Plaintiff is divorced and has sole custody of her five-year-old daughter.
26. Her daughter was at school when Plaintiff was arrested.
27. Plaintiff had great difficulty in arranging for her daughter to be picked up after school.
28. Plaintiff was never taken for a court hearing.
29. Plaintiff was never charged with any crime.
30. On 20 September 2002 in the afternoon an officer released Plaintiff from the cell she was in and handcuffed her.
31. This officer took Plaintiff to where her belongings were, removed the handcuffs, and ordered Plaintiff to leave the building.
32. At no time did Plaintiff communicate a threat to Defendant.

DAMAGES

33. As a result of her arrest, Plaintiff missed one day of work.
34. As a result of her arrest, Plaintiff's car was impounded and she had to pay a \$95.00 wrecker bill to reclaim it; a copy of said bill is attached to this complaint.
35. As a result of her arrest, Plaintiff had to miss her child support appointment; the agency will not be able to reschedule it for a month.
36. As a result of her arrest, Plaintiff suffered anxiety over her daughter's whereabouts and well-being.
37. As a result of her arrest, Plaintiff is now under a psychologist's care.

38. As a result of her arrest, Plaintiff suffered great humiliation and hedonic damages.

LEGAL ALLEGATIONS

39. Intimidation is a Class A misdemeanor pursuant to Indiana Code § 35-45-2-1.

40. Intimidation is a Class D felony if the threat is communicated to a law enforcement officer, such as Defendant, pursuant to Indiana Code 35-45-2-1(b)(1)(i).

41. Defendant's arrest and confinement of Plaintiff constituted a denial of due process in violation of the Fourth and Fourteenth Amendments, redressable pursuant to 42 U.S.C. §1983.

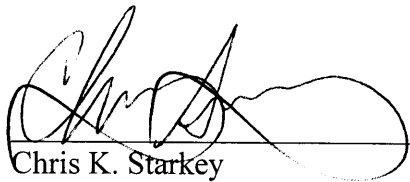
CLAIM FOR RELIEF

42. Plaintiff requests that this Court assume jurisdiction over this cause, grant her compensatory damages, costs, attorney fees, and punitive damages, along with all other just and proper relief in the premises.

JURY TRIAL REQUEST

43. Plaintiff requests that all legal claims be tried to a jury.

Respectfully submitted,



Chris K. Starkey
Attorney for Plaintiff Jennifer Wert
Suite 600
One Virginia Avenue
Indianapolis, Indiana 46204
(317) 951-2200



MEACHAM WRECKER SERVICE, INC.

2802 W. McCarty Street
INDIANAPOLIS, INDIANA 46221
(317) 636-0452

3465

W-1

9-19-02

10:30

(A.M.)

State Police

Emerson Ave SB. At I-70

MILEAGE		SERVICE TIME		EXTRA PERSON	
FINISH		FINISH		FINISH	
START		START		START	
TOTAL		TOTAL		TOTAL	

YEAR	MAKE	MODEL	COLOR	CHASSIS
98	Volkswagon	Jetta	Red	4-Door

STATE	VEHICLE I.D. NO.
Ohio	AUS4513 3VWRF81H7WM156158

SPECIAL EQUIPMENT		
<input type="checkbox"/> SLING HOIST TOW	<input type="checkbox"/> FLAT TIRE	<input type="checkbox"/> SINGLE LINE WINCHING
<input type="checkbox"/> WHEEL LIFT	<input type="checkbox"/> OUT OF GAS	<input type="checkbox"/> DUAL LINE WINCHING
<input type="checkbox"/> FLAT BED RAMP	<input type="checkbox"/> WRECK	<input type="checkbox"/> SNATCH BLOCKS
<input type="checkbox"/> START	<input type="checkbox"/> RECOVERY	<input type="checkbox"/> SCOTCH BLOCKS
<input type="checkbox"/> LOCK OUT		<input type="checkbox"/> DOLLY

VEHICLE TOWED TO
Meacham's Lot.

REMARKS
\$15.00 per day or Any Part of
The day for Storage.

MILEAGE CHARGE	
TOWING CHARGE	65.00
LABOR CHARGE	
STORAGE CHARGE	30.00

Jennifer Lile
OPERATOR'S SIGNATURE

AUTHORIZED SIGNATURE

TOTAL 95.00

Road Service

72959

NEBS To Reorder:
800-225-6380 or nebs.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JENNIFER WERT,
Plaintiff,

vs.

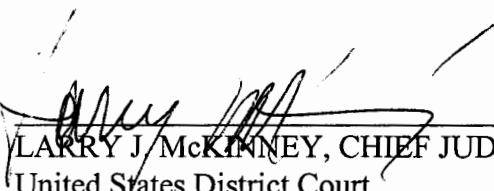
PATRICK SPELLMAN,
Defendant.


1:02-cv-1553-LJM-VSS

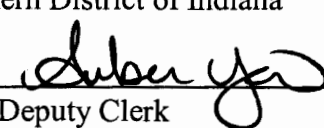
ENTRY OF JUDGMENT

Through a jury verdict in this cause in favor of plaintiff, Jennifer Wert, and against defendant, Patrick Spellman, on the plaintiff's claim under 42 U.S.C. § 1983 for violation of her Fourth Amendment right to be free from unreasonable seizure, the Court enters judgment in favor of plaintiff, Jennifer Wert, and against defendant, Patrick Spellman, in the amount of \$30,171.50 in compensatory damages and \$20,000.00 in punitive damages.

DATED this 12th day of April, 2005.


LARRY J. MCKINNEY, CHIEF JUDGE
United States District Court
Southern District of Indiana


CLERK
LAURA A. BRIGGS, CLERK
United States District Court
Southern District of Indiana

By: 
Deputy Clerk

Distribution attached.

Electronically distributed to:

Shannon D. Bogard
INDIANA STATE ATTORNEY GENERAL
sbogard@atg.state.in.us

Chad M. Buell
INDIANA STATE ATTORNEY GENERAL
cbuell@atg.state.in.us

Lawrence M. Reuben
lmreubenlaw@yahoo.com

Christopher Kenneth Starkey
LAW OFFICE OF LAWRENCE M. REUBEN
starkeyck@msn.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JENNIFER WERT,)
Plaintiff,)
)
vs.) 1:02-cv-01553-LJM-VSS
)
PATRICK SPELLMAN,)
Defendant.)

VERDICT FORM

Please complete all the questions that are applicable.

We, the Jury in the above entitled action, find the following:

1. Did defendant, Patrick Spellman, violate plaintiff's, Jennifer Wert's, Fourth Amendment right to be free from unreasonable seizure?

YES ☒ NO ☐

If you answered yes, proceed to the next question. If you answered no, sign and date this Verdict Form.

2. Did plaintiff, Jennifer Wert, suffer damages as a proximate result of defendant's, Patrick Spellman's, violation of her Fourth Amendment right to be free from unreasonable seizure?

YES ☒ NO ☐

If you answered no, sign and date this Verdict Form. If you answered yes, then you should now determine the amount of compensatory damages to which plaintiff, Jennifer Wert, is entitled from defendant, Patrick Spellman. Enter the amount here then proceed to the next question.

Amount (if appropriate) \$ 30,171.50

3. Is plaintiff, Jennifer Wert, entitled to a punitive damage award against

defendant, Patrick Spellman?

YES



NO

If you answered no, sign and date this Verdict Form. If you answered yes, then you must now determine the amount of punitive damages to assess against defendant, Patrick Spellman. If appropriate, enter the amount here. Sign and date this Verdict Form.

Amount (if appropriate) \$ 20,000

Robert M. Gholston
FOREPERSON

DATE: 4-12-05

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KEVIN VODAK, et al.,

Plaintiff,

vs.

CITY OF CHICAGO, et al.,

Defendants.

No. 03 C 2463

Judge Virginia M. Kendall

**JOINT MOTION TO APPROVE
AMENDED CLASS ACTION SETTLEMENT**

Defendants City of Chicago (the “City”), Terry Hillard, Philip Cline, James Maurer, Thomas Byrne, Frank Radke, Joseph Griffin, the Estate of John Risley, Thomas Epach and Karen Rowan (collectively, “Defendants”), and Plaintiffs Kevin Vodak, Sarah Bergstrand, Prudence Browne, Robert Castillo, John Patrick Donnell, Matthew Gaines, Angela Garcia, Kathleen Gruber, Steven Hudosh, Elizabeth Johnson, Sophia Sieczkowski, individually and on behalf of the Class and Subclasses that they represent (collectively, “Plaintiffs”) (Defendants and Plaintiffs are collectively referred to as the “Parties” herein), move this Court to approve the Amended Stipulation and Agreement of Settlement¹ (the “Amended Stipulation,” attached hereto as Exhibit A). In support of this Motion, the Parties state as follows:

1. The Parties previously entered into a Stipulation and Agreement of Settlement of Class (the “Stipulation,” Docket No. 689-1), which set forth the terms and conditions of the Parties’ Settlement, including payments to members of the Class and various Subclasses who filed timely and complete Proofs of Claim. In addition, the named Plaintiffs and Class Members who had been deposed in this case will receive incentive payments. The total amount of the

¹ Unless specifically defined herein, all capitalized terms shall have the meanings provided in the Amended Stipulation and Agreement of Settlement between the Parties.

agreed upon Settlement Fund is \$6.2 million. In exchange, the Defendants received a release from all members of the Class relating to any and all claims relating to or arising through the 2003 Anti-War Protest. The Stipulation received preliminary approval from this Court on May 14, 2012. (Docket No. 692.)

2. Since the Court preliminarily approved the Stipulation, Parties have agreed upon additional terms, including the City's payment of attorneys' fees for Class Counsel in the amount of \$4.8 million and the City's role in assisting the members of Sub-Class A-2 and A-3 in obtaining expungement of their arrest and/or court records. Specifically, the Parties agreed that the City will provide Criminal History Record Information ("CHRI") to those members who request such as a part of the Claims Administration process, at no charge (which is normally \$16), for a total value of \$6,400 for up to approximately 400 potential requests from Class Members. The CHRIs will be provided to Class Counsel contemporaneous with the settlement payments.

3. Accordingly, the following specific changes to the Stipulation are deemed necessary and appropriate by the Parties to memorialize the Parties' agreement:

- (a) Article VI of the Stipulation was amended to include the Parties' resolution of the issue of attorneys' fees, which as of the date of preliminary approval of the Settlement remained unresolved. Specifically, the Parties agreed that the City shall pay Class Counsel an amount of \$4.8 million in two equal installments to be paid on January 7, 2013 and on January 7, 2014. The Amended Stipulation reflects this additional agreement. (*See, e.g.*, Amended Stipulation, §§ 6.1, 6.2.)
- (b) The Stipulation was amended to include the Parties' agreement with respect to the issue of expungement of the arrest histories and/or court records by members of the A-2 and A-3 Subclasses, namely the provision of CHRIs to requesting Class Members who timely file Proofs of Claim. *Id.*, Article VII.

4. In addition, the Parties agreed to modify the timing of the mailing of the Notice and the publication of the Summary Notice. The initial Stipulation provided that the mailing of

the Notice would be sent out thirty (30) days after City Council approval was provided. The City Council approved the Settlement on June 6, 2012, which would require the Notice to be mailed out on July 6, 2012. Because the Claims Administrator is only now being retained (by and through the Order on the Joint Motion to Approve Notices and Schedule Final Approval Hearing), this is an insufficient period of time in which to complete the mailing. Therefore, the Parties agreed to amend the schedule for mailing the Notice (to July 23, 2012) and publishing the Summary Notice (with the initial publication within 14 days of retention of the Claims Administrator). (*Id.*, Section 11.1.) The Parties have consulted with the Claims Administrator, who has proposed that these are reasonable dates for mailing the Notice and publishing the Summary Notice.

5. A copy of the Amended Stipulation is attached hereto as Exhibit A, and a redline marking the changes from the Stipulation is attached hereto as Exhibit B. The Parties jointly respectfully request that the Court enter an order, in substantially the form attached hereto as Exhibit C, providing for approval of the Amended Stipulation.

WHEREFORE, the Parties request that this Honorable Court enter an order in substantially the form attached hereto as Exhibit C, approving the Amended Stipulation attached hereto as Exhibit A, and granting such other and further relief as this Court deems just and appropriate.

Dated: June 26, 2012

Allan T. Slagel (ARDC No. 6198470)
aslagel@shefskylaw.com
Cary E. Donham (ARDC No. 6199385)
cdonham@shefskylaw.com
Heather A. Jackson (ARDC No. 6243164)
hjackson@shefskylaw.com
Shefsky & Froelich Ltd.
111 East Wacker Drive
Suite 2800
Chicago, Illinois 60601
Telephone: (312) 527-4000
Facsimile: (312) 527-4011

By: s/ Heather A. Jackson
One of the Attorneys for Defendants
CITY OF CHICAGO and TERRY HILLARD,
FORMER SUPERINTENDENT OF THE CHICAGO
POLICE DEPARTMENT

Joey L. Mogul
John L. Stainthorp
Janine L. Hoft
Sarah Gelsomino
People's Law Office
1180 North Milwaukee Avenue, 3rd Floor
Chicago, Illinois 60642
Telephone: (773) 235-0070
Facsimile: (773) 235-6699

By: s/ Joey L. Mogul
One of the Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANIEL SPALDING, et al., Plaintiffs, vs. CITY OF OAKLAND, et al. Defendants.	No. C11-02867 TEH (LB)
--	------------------------

SETTLEMENT AGREEMENT

The Parties: Plaintiffs DANIEL SPALDING, KATHARINE LONCKE, DANIELLE LOPEZ GREEN, ADRIAN DRUMMOND-COLE, on behalf of themselves and each Class Member, as defined below; Defendants CITY OF OAKLAND, ANTHONY BATTS, HOWARD JORDAN, JEFF ISRAEL, ERIC BRESHEARS, EDWARD TRACEY, ANTHONY TORIBIO, DAVID DOWNING, ERSIE JOYNER, MIKE POIRIER, and DARRIN ALLISON (hereafter, "OAKLAND DEFENDANTS"); and Defendants COUNTY OF ALAMEDA and GREGORY AHERN (hereafter, "COUNTY DEFENDANTS"); by and through their respective counsel, agree and stipulate as follows.

I. The Litigation

On June 13, 2011, Plaintiffs filed a class action complaint asserting violations of their First, Fourth, and Fourteenth Amendment rights, and their rights under California state law, arising from a mass arrest which occurred on November 5, 2010. The 150 Class Members were arrested during a march protesting police misconduct and the sentencing of Johannes Meserhle, the BART officer convicted in the death of Oscar Grant. It is undisputed that the Class Members were not given an order or opportunity to

SETTLEMENT AGREEMENT, CASE NO. C11-02867 TEH p. 1

EXHIBIT 1

1 disperse.

2 Following their arrest by the Oakland Police and a period of detention on the
3 street, the 150 Class Members were placed in the custody of the Alameda County Sheriff
4 and detained in buses and other vehicles, and in an Alameda County Jail holding area, for
5 a total of 14 - 24 hours before being released with citations for unlawful assembly. No
6 charges were ever filed against any of the Class Members.

7 Plaintiffs alleged that the arrests and imprisonment violated the OPD Crowd
8 Management / Crowd Control Policy adopted in settlement of *Coles v. City of Oakland*
9 and *Local 10, ILWU, v. City of Oakland*, Nos. C03-2961 and 2962 TEH.

10 Plaintiffs requested monetary damages, attorney's fees and costs, and an injunction
11 to restrain defendants from continuing to violate plaintiffs' rights and the protections for
12 these rights in the Crowd Control Policy; and an order requiring defendants to seal and
13 destroy all records derived from this arrest, and declaring the arrests null and void.

14 On March 23, 2012, the Court granted Plaintiffs' motion for class certification.
15 (Docket No. 41.) In May, 2012, Plaintiffs' Counsel disseminated class notice in the
16 manner specified in this Court's May 8, 2012, Order (Docket No. 54.) The class notice
17 specified a deadline to June 20, 2012, for exclusion from the class. No one requested to
18 be excluded from the class.

19 The Parties engaged in preliminary discovery including written discovery, and
20 depositions of two Oakland Police defendants and two Sheriff's personnel. The Parties
21 then agreed to stay discovery and litigation and engage in settlement discussions.

22 **II. The Settlement Process**

23 Between June 18, 2012 and the present, the Parties have participated in four all day
24 and two partial day settlement conferences with Magistrate Judge Laurel Beeler, as well
25 as several telephone conferences with Judge Beeler and a separate meeting between
26 plaintiffs' counsel and the Alameda County defendants. As a result of these extensive

1 settlement negotiations, and with Judge Beeler's assistance, the Parties have now agreed
2 on a complete settlement of this litigation, the terms of which are set forth below.

3 Plaintiffs and Defendants have taken into account the uncertainty, risks, time and
4 expense inherent in litigation, and have concluded that it is reasonable, desirable and in
5 the public interest that this litigation be settled in the manner and upon the terms and
6 conditions set forth in this Stipulation. Plaintiffs and their counsel believe that the
7 settlement as set forth in this Stipulation confers substantial benefits on the Class, and the
8 general public, and that it is fair and reasonable. Based on their evaluation, Plaintiffs and
9 their counsel have determined that the settlement set forth in the Stipulation is in the best
10 interests of the Class.

11 ***III. The Settlement Agreement and Terms of Stipulation***

12 **A. Definitions**

13 "Effective Date" shall be when the Judgment has become Final as defined below.

14 "Final" means the date on which the Court has entered the Judgment, following
15 submission of this Settlement Agreement and the Final Approval Motion to the Court.

16 "Preliminary Approval Motion" means a motion filed with the Court
17 requesting that the Court consider and preliminarily approve the Settlement
18 Agreement.

19 "Final Approval Motion" shall mean a motion filed with the Court requesting
20 that the Court consider and, if it finds the settlement to be fair and reasonable, finally
21 approve the Settlement Agreement.

22 "Final Approval Hearing" means the hearing to be held by the Court to consider
23 and determine whether the proposed Settlement of the Litigation as contained in this
24 Stipulation should be approved as fair, reasonable, and adequate, and whether the
25 Judgment should be entered.

26 "Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be

1 rendered by the court.

2 “Approved Claim” means a claim submitted no later than the Bar Date by a Class
3 member other than a Representative Plaintiff which is approved by plaintiffs’ counsel.

4 “Bar Date” means that date specified herein by which Claim Forms submitted by
5 Class Members must be delivered or post-marked in order to be considered for payment
6 pursuant to the terms of the Settlement described in this Stipulation.

7 “Class” means the class as defined in the Court’s March 23, 2012, Order granting
8 class certification: “The approximately 150 people who were arrested in the mass arrest
9 on 6th Avenue between East 17th and 18th Streets in Oakland on November 5, 2010, and
10 who were never charged with any crime related to this arrest.”

11 “Class Members” means all persons within or encompassed by the definition of the
12 Class.

13 “Class Representatives” or “Plaintiffs” means Daniel Spalding, Katharine Loncke,
14 Danielle Lopez Green, and Adrian Drummond-Cole.

15 “Claimants” means Class members who actually file claims pursuant to the
16 procedures set forth in the Court’s Preliminary Approval Order.

17 “Class Notice of Settlement Agreement” means the written notice, together with
18 the Publication Notice, which shall include the general terms of the Settlement
19 Agreement, and the date of the Final Approval Hearing. The Class Notice of Settlement
20 shall conform to all applicable requirements of the Federal Rules of Civil Procedure, due
21 process, any other applicable law, and shall otherwise be in the manner and form
22 approved by the Court.

23 “Claim Form” means that form which Class Members must submit in order to
24 qualify to participate in the settlement described in this Stipulation.

25 “The Parties” means the parties to this settlement agreement,
26

1 who are the Plaintiffs and the Class, and the Oakland Defendants and County Defendants,
2 defined above.

3 “Court” means the United States District Court for the Northern District of
4 California.

5 “Class Counsel” or “Plaintiffs’ Counsel” means the class counsel appointed in the
6 Court’s March 23, 2012, Order granting class certification: Rachel Lederman, Bobbie
7 Stein, R. Michael Flynn, Carol Sobel, Mara Verheyden-Hilliard and Carl Messineo.

8 “Lead Counsel for Plaintiffs” means Rachel Lederman.

9 “Class Settlement Fund” means the sum to be paid by the Defendants, totaling
10 \$1,025,000, not subject to reversion, which will be funded and distributed as further
11 described in this Agreement.

12 **B. Monetary Settlement**

13 In consideration of the Release set forth in section III.G. of this Stipulation and the
14 entry of Judgment on the claims of all Class Members, the Defendants will jointly pay the
15 sum of \$1,025,000, within fifteen (15) days of the Effective Date of this settlement. Said
16 payment shall include all attorney’s fees and costs and shall be made payable to Rachel
17 Lederman, Attorney Client Trust Account, to be distributed to the Class Representatives,
18 Claimants and Class Counsel by that office as follows:

19 The four Class Representatives shall each receive \$9,000;

20 Those Claimants who have submitted Approved Claims shall each receive an equal
21 part of \$639,000;

22 Class Counsel shall receive \$350,000 for attorneys’ fees and costs, including all
23 costs associated with the administration of the Class Settlement Fund, transmittal and
24 publication of the Class Notice of Settlement Agreement and Claim Forms, review and
25 approval of Claim Forms and payment of Approved Claims.

C. Non-Monetary Settlement

1. Sealing and Destruction of Arrest Records

The Parties stipulate to the following and seek the Court's order granting such relief as of the Effective Date:

a. All arrest records, police reports, investigative reports, booking information, on line data, or any other documentation or information pertaining to the arrests of the Plaintiffs and Claimants who have submitted Approved Claims in the possession of the Oakland Defendants and County Defendants shall be sealed and destroyed.

b. The Parties stipulate that the relief shall be the equivalent of a determination of factual innocence pursuant to California Penal Code section 851.8, and that the procedural requirements of that statute shall be waived, including any time deadlines and notice to the District Attorney.

c. The Court shall issue an Order in the names of all of the Plaintiffs and Claimants who have submitted Approved Claims, stating that it is the determination of the Court, pursuant to the stipulation of the Oakland defendants (the arresting agency), that the Plaintiffs and Claimants are factually innocent of the charges for which they were arrested and that they are thereby exonerated. Thereafter, the arrest shall be deemed not to have occurred and the person may answer accordingly any question relating to its occurrence. (See, California Penal Code section 851.8, subd. (f).)

d. Destruction of records of arrest pursuant to the Court's order shall be accomplished by permanent obliteration of all entries or notations upon the records pertaining to the arrest, and the record shall be prepared again so that it appears that the arrest never occurred. However, where the only entries on the record pertain to the arrest and the record can be destroyed without necessarily affecting the destruction of other records, the document constituting the record shall be physically destroyed. (See, Penal Code section 851.8, subd. (j).)

1 e. Defendants will provide a copy of the Court order to the California Department
2 of Justice, along with a list of all Class Members and advise said agency of the fact that
3 the records of their November 5, 2010 arrests have been rendered obsolete on the basis of
4 a finding of factual innocence pursuant to Penal Code 851.8.

5 **2. Coles / Local 10 Settlement and Crowd Control Policy**

6 The Oakland Defendants will continue to abide by the terms of the *Coles / Local*
7 *10* (C03-2961 and 2962 TEH) settlement stipulation and order dated December 24, 2004,
8 which is attached as Exhibit A and incorporated by reference herein.

9 The parties agree that the meet and confer requirement specified in the *Coles /*
10 *Local 10* settlement stipulation and order at page 5, line 28, through page 6, line 9, will be
11 satisfied if: Before making any material change to the Crowd Control Policy (as set forth
12 in Exhibit A) or the associated Training Bulletin (OPD TB III-G, issued 28 Oct. 2005), or
13 to associated training outlines, the Oakland Police Department and its counsel will meet
14 and confer with representatives of the National Lawyers Guild - SF Bay Area Chapter,
15 and the ACLU of Northern California, in a good faith effort to reach agreement on such
16 changes.

17 All participants will bear their own attorney's fees and costs related to any such
18 meet and confer process.

19 **3. Citation and Release Policy - OPD**

20 The Oakland Police Department will adopt the following policy regarding Citation
21 and Release of misdemeanor arrestees in instances of multiple simultaneous arrest, and
22 Paragraph VIII of OPD Training Bulletin III-G, Crowd Control, shall be amended
23 accordingly, as follows:

24 A. The OPD will comply with Penal Code section 853.6, and with Department
25 General Order M-7, "Citations for Adult Misdemeanors", III, A-N, by citing and releasing
26 individuals who qualify for such under the Penal Code.

1 B. When it is impractical to cite arrestees at or near the site of the demonstration
2 because of a substantial risk that this procedure would allow the unlawful activity to
3 continue or because of specific geographic factors, OPD may cite and release arrestees
4 from temporary processing stations or police facilities as near the site of the arrest as
5 possible. While detained during the citation and release process, arrestees shall have
6 reasonable access to toilet facilities and to appropriate medical attention.

7 C. No fingerprinting will be done as part of the citation and release process.
8 Arrestees may be instructed to appear for booking prior to or after arraignment.
9 Commanders shall exercise discretion as to whether property searches are necessary.
10 Property of persons who qualify for citation and release will not be confiscated unless it is
11 found to contain contraband. The intention of this policy is to release citation-eligible
12 arrestees as promptly as possible, and to obviate the need to transfer such arrestees to the
13 Sheriff's custody. Persons for whom a valid warrant is confirmed, or who do not produce
14 valid identification or who are otherwise found ineligible for citation will be transferred
15 to the Sheriff's custody.

16 D. An officer seeking to book a misdemeanor arrestee into jail must have an
17 articulable basis to believe that one of the specified statutory exceptions to mandatory cite
18 and release applies to that individual. This basis must be documented in the police report.

19 E. The mere fact that further demonstrations are likely to be held in the near future
20 is not a proper basis to apply subdivision (7) of P.C. 853.6 ("reasonable likelihood that the
21 offense may continue or resume") to individual demonstrators.

22 F. There must be an articulable objective basis to believe that, if cited out, those
23 specific individuals would continue the same illegal activity for which they were
24 arrested.

25 G. Individuals may not be booked into jail on the sole basis of a felony charge
26 consisting of conspiracy to commit a misdemeanor.

1 **4. Citation and Release Policy - Alameda County**

2 The Alameda County Sheriff's Office will adopt a new policy and procedure to
3 expedite the citation and release of citation-eligible persons who are transferred to the
4 Sheriff's custody as the result of mass arrest, as defined in the new policy, Detention and
5 Corrections Policy and Procedure No. 11.65, attached hereto as Exhibit B and
6 incorporated herein by this reference. The new policy and procedure is specifically
7 intended to ensure the prompt release of those mass arrestees who are eligible for citation
8 and release under Penal Code section 853.6, and to protect their health and comfort
9 during the time they are temporarily detained.

10 As such, mass arrestees will have access to toilet facilities at all times, except
11 while actually in transit from the arrest site to the jail. Handcuffs will be checked before
12 arrestees are transported to the jail and arrestees will not be accepted for transport unless
13 a Deputy has verified that the handcuffs are properly applied and not likely to cause injury
14 or undue discomfort. Handcuffs will be removed at the jail facility as soon as it is safe to
15 do so without jeopardizing safety and security. Each vehicle used to transport mass
16 arrestees to jail shall be equipped with a flexcuff cutter to be used in the case of an
17 emergency. Mass arrestees who are eligible for citation and release and who provide a
18 valid California driver's license or identification card will not be fingerprinted prior to
19 citation and release.

20 **D. Preliminary Approval**

21 As soon as possible, and in no event more than five days, after execution of this
22 Stipulation, the Parties shall jointly submit the Stipulation together with its Exhibits to
23 the Court and shall jointly apply for entry of a Preliminary Approval Order substantially
24 in the form set forth in Exhibit C, requesting, inter alia, the preliminary approval of the
25 Settlement set forth in this Stipulation, and approval/ dissemination of Class Notice of the
26 Settlement and the proposed Claim Form.

1 **E. Class Notice of the Settlement and Claim Form**

2 After Notice of Settlement Agreement, the Class Members shall have 21 days to
3 file a Claim Form, or to object to the Settlement Agreement following the procedure set
4 forth in the Notice.

5 **F. Final Approval**

6 A Final Approval Hearing shall be set no less than 30 days after the Court
7 issues its Preliminary Approval Order. The parties jointly request that, at the Final
8 Approval Hearing, the Court approve the settlement of the Litigation and enter Judgment
9 in a form substantially similar to that attached hereto as Exhibit D.

10 **G. Releases and Bar Order**

11 1. Upon the Effective Date, as defined above, the Parties shall be
12 deemed to have, and shall have, fully, finally, and forever waived, released, relinquished,
13 discharged, and dismissed all claims arising from the events alleged in Plaintiffs'
14 Complaint.

15 2. Upon the Effective Date, the Plaintiffs and Class Members shall be forever
16 barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute
17 any action or other proceeding in any court of law or equity, arbitration tribunal, or
18 administrative forum, asserting any claims arising from the events alleged in Plaintiffs'
19 Complaint.

20 3. Upon the Effective Date, each of the Defendants shall be deemed to
21 have, and by operation of the Judgment shall have, fully, finally, and forever released,
22 relinquished, and discharged Plaintiffs and Plaintiffs' Counsel from all claims (including
23 Unknown Claims) arising out of, relating to, or in connection with the institution,
24 prosecution, assertion, settlement or resolution of the Litigation or the determination
25 regarding approval or disapproval of any claim submitted.

1 **H. Waiver and Covenant Not to Sue**

2 Upon the Effective Date, each of the Defendants shall be deemed to have, and
3 shall have, fully, finally, and forever waived, released, and relinquished any claim for
4 malicious prosecution in connection with the Litigation. Each such Defendant covenants
5 that he or she will not institute any claim, lawsuit, arbitration, or proceeding of any nature
6 against Plaintiffs, any Class Member, or Plaintiffs' Counsel for any act or omission in
7 connection with this Litigation.

8 **I. Conditions of Settlement, Effect of Disapproval**

9 This Settlement is subject to the following conditions:

10 1. This Settlement is subject to the approval of the Court as provided in
11 Federal Rule of Civil Procedure 23(e).

12 2. If the Stipulation is not approved by the Court, or otherwise fails to become
13 effective in accordance with its terms and provisions, the terms and provisions of this
14 Stipulation, with the exception of this section, shall have no further force and effect with
15 respect to the Parties and neither this Stipulation nor any submission by any party in
16 connection with the Motion(s) for Preliminary or Final Approval or Appeal therefrom, or
17 any related motions or proceedings, may be used in this Litigation or in any other
18 proceeding for any purpose, and any judgment or order entered by the Court in
19 accordance with the terms of this Stipulation shall be treated as vacated, nunc pro tunc.

20 **J. Miscellaneous Provisions**

21 1. The Parties (a) acknowledge that it is their intent to consummate the Settlement
22 set forth in this Stipulation, and (b) agree to cooperate to the extent reasonably necessary
23 to effectuate and implement all terms and conditions of the Stipulation and to exercise
24 their best efforts to accomplish and effectuate the terms and conditions of the Stipulation.

25 2. The Parties intend this settlement to be a final and complete resolution of all
26 disputes between them with respect to the Litigation. The settlement compromises claims

1 which are contested and shall not be deemed an admission by any Party as to the merits of
2 any claim or defense. The Parties agree that the terms of the settlement were negotiated in
3 good faith by the Parties, and reflect a settlement that was reached voluntarily after
4 consultation with competent legal counsel and with the assistance of Judge Beeler.

5 3. All of the exhibits to this Stipulation are material and integral parts hereof and
6 are fully incorporated herein by this reference.

7 4. The Stipulation and the exhibits attached hereto constitute the entire agreement
8 among the parties hereto and no representations, warranties or inducements have been
9 made to any party concerning the Stipulation or its exhibits other than the representations,
10 warranties, and covenants contained and memorialized in such documents.

11 5. This Stipulation may be amended or modified only by a written instrument
12 signed by or on behalf of all Parties. Lead Counsel for Plaintiffs, on behalf of the Class, is
13 expressly authorized by the Plaintiffs to take all appropriate action required or permitted
14 to be taken by the Class pursuant to the Stipulation to effectuate its terms and also is
15 expressly authorized to enter into any modifications or amendments to the Stipulation on
16 behalf of the Class which she deems appropriate.

17 6. Each attorney or other person executing the Stipulation or any of its exhibits on
18 behalf of any Party hereto hereby warrants that such person has the full authority to do
19 so.

20 7. The Stipulation shall be binding upon, and inure to the benefit of, the successors
21 and assigns of the Parties hereto.

22 8. The Court shall retain jurisdiction of this matter after these claims are dismissed
23 to enforce the terms of this Settlement Agreement for four years from the Effective Date,
24 with the proviso that within that four year time period if there is a material breach of the
25 terms of this Settlement Agreement any Party may move the court to extend the time for
26 up to an additional three years. The Parties further request that the Court appoint

1 Magistrate Judge Laurel Beeler for resolution of any disputes, to facilitate the meet and
2 confer process referenced in paragraph III.C.2, and to issue all appropriate orders
3 concerning this Settlement Agreement and the implementation and enforcement thereof.

4 9. This Settlement Agreement was drafted with substantial review and input by all
5 Parties and their counsel, and no reliance was placed on any representations other than
6 those contained herein. The Parties agree that this Settlement Agreement shall be
7 construed by its own terms, and not by referring to, or considering, the terms of any other
8 settlement, and not by any presumption against the drafter.

9 NOW, THEREFORE, the foregoing terms are hereby STIPULATED AND
10 AGREED, by and among the Parties, subject to approval of the Court pursuant to Rule
11 23(e) of the Federal Rules of Civil Procedure.

12
13 DATED: May 16, 2013

BOORNAZIAN, JENSEN & GARTHE
A Professional Corporation

14
15
16 By: /S/_____
GREGORY J. ROCKWELL, ESQ.
Attorneys for Defendants
17 COUNTY OF ALAMEDA and GREGORY AHERN

18 DATED: May 16, 2013

BARBARA J. PARKER, CITY ATTORNEY, CITY
19 OF OAKLAND

20
21
22 By: /S/_____
RANDOLPH W. HALL
Attorneys for Defendants
23 CITY OF OAKLAND, et al.

24 DATED: May 16, 2013

RACHEL LEDERMAN
CAROL SOBEL
BOBBIE STEIN
25 R. MICHAEL FLYNN
26

MARA VERHEYDEN-HILLIARD
CARL MESSINEO
PARTNERSHIP FOR CIVIL JUSTICE FUND

By: /S/_____
RACHEL LEDERMAN
Attorneys for Plaintiffs and the Class

Avery, Michael 10/8/2018
For Educational Use Only

Thomas v. Byrd, 2017 WL 9400413 (2017)

2017 WL 9400413 (E.D.Ark.) (Verdict and Settlement Summary)

Copyright (c) 2018 Thomson Reuters/West
WEST'S JURY VERDICTS - ARKANSAS REPORTS

\$210K Settlement in **Class Action** Civil Rights Suit

United States District Court, E.D. Arkansas.

Thomas v. Byrd

Type of Case:

Civil Rights & Constitutional Law • Other Civil Rights

Class Action

Specific Liability: Individuals, jailed because they could not pay debt, were not provided a prompt first appearance, were held in jail indefinitely and were not provided with an attorney

General Injury: Monetary damages; declaratory relief

Jurisdiction:

State: Arkansas

County: Not Applicable

Related Court Documents:

Plaintiffs' amended complaint: [2015 WL 13466093](#)

Order: [2017 WL 2900973](#)

Judgment: [2017 WL 2900975](#)

Case Name: Dontel Thomas and Dalton Jackson, on behalf of himself and all others similarly situated v. Neal Byrd, in his official capacity, John Thomas, individually and in his official capacity as an employee of City of Helena-West Helena, and Sentencing Options Specialists Inc.

Docket/File Number: 2:15CV00095

Trial Type: Settlement

Settlement: Plaintiff Class, \$210,000

Range Amount: \$200,000 - 499,999

Date of Filing: June 19, 2015

Settlement Date: June 29, 2017

Judge: [D.P. Marshall Jr.](#)

**Avery, Michael 10/8/2018
For Educational Use Only**

Thomas v. Byrd, 2017 WL 9400413 (2017)

Attorneys:

Plaintiffs: **Luther Oneal Sutter**, Sutter & Gillham P.L.L.C., Benton, AR

Defendant (Byrd): **Ralph C. Ohm**, Hot Springs, AR

Defendant (Thomas): Alec Gaines, Williams & Anderson P.L.L.C., Little Rock, AR

Defendant (Sentencing Options): **Joe D. Byars Jr.**, Byars & Hall, Fort Smith, AR

Breakdown of Award:

\$210,000.00 to plaintiff class for damages

Summary of Facts:

Dontel Thomas said he was arrested by a city of Helena-West Helena police officer and was held in jail because he owed child support and was unable to pay. Dalton Jackson said he was jailed because he owed money for traffic tickets and was unable to pay. Dontel and Jackson reportedly were held indefinitely, were not provided with an attorney, and were subjected to dangerous and unsanitary conditions in overcrowded jail cells.

Dontel and Jackson said the city, John Thomas, the city's chief court security officer, Neal Byrd, the sheriff of Phillips County, and Sentencing Options Specialists Inc. (SOS) had a policy and practice of jailing people who could not afford to pay a debt owed to the city or SOS for traffic tickets, minor offenses or child support, failing to inform the jailed people of their right to counsel and to provide them with adequate counsel, holding the people in jail indefinitely, issuing and enforcing invalid arrest warrants, holding people in jail for three days or more without any judicial appearance, and confining people in dangerous conditions. The city, John and Byrd reportedly would release people without payment once it became clear that they could not obtain any payment from the people.

Dontel and Jackson said the city and county used a different set of procedures for people who retained private counsel.

Dontel and Jackson, on behalf of themselves and all others similarly situated, filed a **class action** lawsuit against John, individually and as an employee of the city, Byrd and SOS, asserting civil rights violations. The plaintiffs asserted violations of their Fourth, Sixth and Fourteenth Amendment rights, as well as their Due Process Clause and equal protection rights. Jackson asserted claims of extortion and **false imprisonment** against SOS.

The plaintiffs sought monetary damages and declaratory relief.

The parties agreed to a \$210,000 **class action** settlement, and the court approved the settlement.

JVR 1805150015

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.